

**AMENDMENT TO ADDTHIS.COM TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS/CHANNEL PARTNERS**

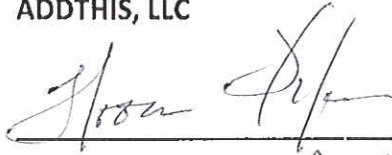
This Amendment, agreed to by both parties, applies to the following governmental agency/department ("Agency", "User", or "You"): **U.S. Department of the Interior.**

You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics, limitations on indemnification, fiscal law constraints, advertising and endorsements, freedom of information, governing law and dispute resolution forum. AddThis, LLC ("AddThis" or "We") and You (together, the "Parties") agree that modifications to the addthis.com standard Terms of Service, available at www.addthis.com/tos (the "TOS") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to Agency's use of the addthis.com services.

- A. **Government entity:** "You" within the TOS shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the AddThis Site or Services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. AddThis hereby agrees that actions taken on Your behalf by such authorized employees or agents are deemed to be actions taken by You for which You are solely liable.
- B. **Public purpose:** Any requirement(s) set forth within the TOS that use of the AddThis Site and Services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Agency content serving the public:** AddThis hereby approves Agency's distribution or other publication via the Services of materials which may contain or constitute promotions, advertisements or solicitations for goods or services related to the Agency's mission.
- D. **Advertisements:** AddThis hereby agrees not to serve or display any commercial advertisements or solicitations on any pages comprising any channel within the AddThis Site created by the Agency. This exclusion shall not extend to promotion of additional AddThis services, which AddThis may continue to serve on such pages and the AddThis menu.
- E. **Cookies.** AddThis hereby agrees not to serve any cookies on domains that end with .gov or .mil.
- F. **Indemnification:** All indemnification and damages provisions of the TOS are hereby waived.
- G. **Governing law:** The choice of law/jurisdiction provision of the TOS is hereby deleted.
- H. **Ownership of names:** Provisions in the TOS related to AddThis' ownership of and right to change Your selected user name is modified to accommodate Agency's proprietary and/or practical operational interest in its own publicly-recognized name and the names of Agency programs.

- I. ***Modifications of User Content:*** AddThis agrees that the right reserved in the TOS to "modify" Your content is limited to technical actions necessary to index, format and display that content. The right to modify does not include the right to edit or otherwise alter the meaning of the content. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of said Act.
- J. ***Limitation of Liability:*** The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants AddThis a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.
- K. ***No endorsement:*** AddThis agrees that Your trademarks, logos, service marks, trade names, or the fact that You use its Services, shall not be used by AddThis to imply an endorsement, sponsorship or recommendation of AddThis or its services by You or the Federal Government.
- L. ***No business relationship created:*** The Parties are independent entities and nothing in this Amendment or TOS creates an agency, partnership or joint venture.
- M. ***No cost agreement:*** Nothing in this Amendment or TOS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOS are contingent upon the payment of fees by one party to the other.
- N. ***Future fee based arrangements:*** You understand that We may offer services in the future for a fee. Before deciding to enter into any fee-based service AddThis may offer in the future, You agree to determine your Agency has a need for those additional services, to consider the value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Amendment and the then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.
- O. ***Assignment:*** Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other.
- P. ***Precedence; Further Amendment; Termination:*** If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the AddThis Site or Services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Either party may terminate Agency's account and end the AddThis service agreement on 30 days written notice.
- Q. ***Posting of this Amendment:*** The provision of the TOS requiring modifications to the TOS to be posted on AddThis is inapplicable since this Amendment is of limited not general application, and is otherwise waived for this special circumstance.

CLEARSPRING TECHNOLOGIES, INC.,
on behalf of its wholly owned subsidiary,
ADDTHIS, LLC

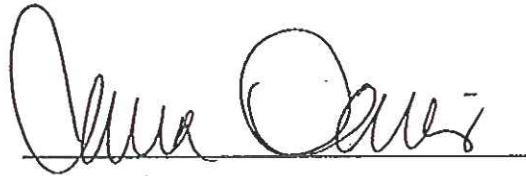


Name: Hooman Radfar

Title: CEO

Date: 11/29/10

U.S. DEPARTMENT OF THE INTERIOR



Name: Laura Davis

Title: Deputy Chief of Staff

Date: 11-29-10

Terms of Service

Welcome to AddThis.com (the "Site"), a service operated by Add This LLC, a division of Clearspring Technologies, Inc. The following terms and conditions (the "Terms") form a binding agreement between You and us. Please review the following Terms carefully. By using the Site, You are agreeing to these Terms, and these Terms will govern Your use of the Site and the Services (defined below). If You do not agree to these Terms, You must cease use of the Site and Services. The terms "Add This", "us", "we" or "our" refers to AddThis LLC, a division of Clearspring Technologies, Inc., the owner of the Site and Services. The term "You" or "Your" refers to the person accessing or using the Site and Services, or the company or organization on whose behalf that person accesses the Site and Services.

Our Services

AddThis provides online sharing services (our "Services") that make it easy for You to share, analyze and distribute content via our proprietary platform (the "AddThis Platform"). In order for us to provide You with the Services, You must (i) allow AddThis to retrieve, distribute and access Your Content (as defined below) as well as (ii) combine Your Content with our proprietary platform, which may include our sharing, tracking and other capabilities (the "AddThis Tools"). One of the basic functions of the Services is to maximize distribution of Your Content, and as such, You agree to allow us to reference Your Content on our Site and other delivery points and distribute Your Content to various delivery points.

Your Account

You will need to create an account with us in order to use the Site and Services. You can create an account by following the registration instructions provided on the Site. If You choose to register, You agree to provide only accurate, complete registration information, and You will keep that information up-to-date if it changes. Your registration must be done using Your real name. Each registration is for Your personal use, or for the use of the single company or organization on whose behalf You access the Site and use the Service. Access to the Site and use of the Service is not authorized by any other person or entity using Your registration, and You are responsible for preventing such unauthorized use. You are responsible for all activity occurring under Your account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

Site and Services; Modifications

We retain all right to determine the features and capabilities included as part of the Site and the Services. We may include features and capabilities that link to third-party services, content, advertisements, applications, widgets or websites from the Site, Services, AddThis Platform or AddThis Tools.

We reserve the right to modify, suspend, or discontinue the Site and the Services or modify the Terms from time-to-time, with or without notice to You, and we are not liable to You or any third party should we exercise such right. If You object to any such changes, Your sole recourse is to discontinue using the Site and the Services. Continued access and/or use of the Site and/or the Services following notice of any such changes shall indicate Your assent to and acceptance of such changes.

Termination

You acknowledge and agree that we, at our sole discretion, may terminate Your use of the Site and/or the Services without prior notice if we believe that You have violated or acted inconsistently with these Terms or our privacy policy. You agree that we shall not be liable to You or any third party for termination of Your access to the Site and Services. In the event of any termination, You will immediately cease access to the Site and we will no longer provide You the Services, and You agree to promptly pay any outstanding fees owed under these Terms.

Third Party Sites

The AddThis Tools may contain links to third party content, websites, advertising, applications or widgets that are not owned or controlled by AddThis. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites, advertising, applications or widgets. In addition, AddThis will not and cannot censor or edit the content of any third-party website, advertisement, application or widget. By using the Services, You expressly relieve AddThis from any and all liability arising from Your use of any third-party content.

No Fees for Basic Services; Advertising

We do not charge a fee to access the Site or our basic Services. The basic Services are supported by advertising. As consideration for using the Services, AddThis Platform or AddThis Tools, you consent to our placement of such advertising. AddThis has the sole discretion in its choice and placement of advertising. We may make additional premium or advertising-supported Services available to You from time to time and such additional services may be subject to different terms and fees. We will make such additional terms and/or fees known to You before utilizing any additional Services.

General Rules of User Conduct

It is our goal to make the use of our Site and Services a good experience for all of our users, so You agree not to do any of the following:

1. Conduct or promote any illegal activities while using the Site or Services;
2. Upload, post, transmit or otherwise make available on or through Your Content any content or information that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, harmful to minors in any way, or racially, ethnically or otherwise objectionable;
3. Attempt to reverse engineer or jeopardize the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the AddThis Platform (including the tools, methods, processes, and infrastructure) that enables or underlies the Services;
4. Modify, change or alter in any way, the proprietary content of a third party using the AddThis Platform;
5. Use the Services in any manner which interferes with the performance or functionality of the AddThis Platform;
6. Attempt to gain access to secured portions of the Site to which You do not possess access rights;
7. Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
8. Promote or advertise any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) violates the terms of service of any website upon which Your Content is viewed, or (c) AddThis determines, in its sole discretion, is inappropriate to be promoted through the Site or the Services;
9. Use the Site or Services to generate unsolicited email advertisements or spam; or

10. Use any automatic or manual process to search or harvest information from the Site or Services, or to interfere in any way with the proper functioning of the Site and Services.

Your Content

Your content may now or in the future include videos, images, audio clips, photos, graphic designs, advertisements, sponsorships and/or other types of content submitted by You or others enabled by You ("Your Content").

You shall be solely responsible for Your Content and the consequences of posting or publishing such content. In connection with Your Content, You affirm, represent, and/or warrant that: (i) You own or have the necessary licenses, rights, consents, and permissions to use and authorize AddThis to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Your Content to enable inclusion and use of the Your Content in the manner contemplated by our Services and these Terms; and (ii) You have the written consent, release, and/or permission of each and every identifiable individual person in Your Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of Your Content in the manner contemplated by our Services and these Terms. For clarity, You retain all of Your ownership rights in Your Content. However, by placing the Your Content in the AddThis Tools, You hereby grant AddThis a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform Your Content in connection with our Services and AddThis (and its parent and successor's) business, including without limitation for promoting and redistributing Your Content (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user accessing Your Content a non-exclusive license to access Your Content, and to use, reproduce, distribute, display and perform Your Content. The foregoing license granted by You terminates once You block access to, remove or delete Your Content.

In connection with Your Content, You further agree that You will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to post the material and to grant AddThis all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage AddThis or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) impersonate another person. AddThis does not endorse any of Your Content or any opinion, recommendation, or advice expressed therein, and AddThis expressly disclaims any and all liability in connection with Your Content. AddThis does not condone copyright infringing activities and infringement of intellectual property rights throughout its Service, and AddThis will remove Your Content if properly notified that Your Content infringes on another's intellectual property rights. AddThis will also suspend and/or terminate a user's access to our Service, if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has Your Content removed more than twice. AddThis also reserves the right to decide whether Your Content is appropriate and complies with these Terms for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to obscene or defamatory material. AddThis may remove Your Content and/or suspend or terminate a user's access for uploading such material in violation of these Terms at any time, without prior notice and at its sole discretion.

In particular, if You are a copyright owner or an agent thereof and believe that Your Content or other content infringes upon your copyrights, You may submit a notification pursuant to the Digital Millennium

Copyright Act ("DMCA") by providing our Copyright Agent with the following information in the form of a written notification (pursuant to 17 U.S.C., section 512(c)) must be provided to AddThis's designated Copyright Agent:

1. Identification of the copyrighted work(s) that You claim to have been infringed;
2. Identification of where the infringing material is located (i.e., identification of the content containing the allegedly infringing material);
3. A statement that You have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law;
4. A statement that the information in the notification is accurate, and that under penalty of perjury, You are either the owner of the copyright that has allegedly been infringed or that You are authorized to act on behalf of the copyright owner;
5. Your address, telephone number, and e-mail address; and
6. Your physical or electronic signature.

Please note that, pursuant to 17 U.S.C., section 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by AddThis in connection with the written notification and allegation of copyright infringement.

AddThis's designated Copyright Agent to receive notifications of claimed infringement is:

By mail: DMCA Complaints c/o AddThis 8000 Westpark Drive, Suite 625 McLean, VA 22102

By Fax: (703) 677-3648

By Email: copyright@addthis.com

For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to AddThis customer service. You acknowledge that if You fail to comply with all of the requirements of this Section, Your DMCA notice may not be valid.

Data Rights

In order to provide certain Services, You must allow us to use raw data related to the use and distribution of Your Content ("Data") that will be collected as part of the Services. You hereby grant AddThis a non-exclusive, perpetual, worldwide and irrevocable right and license to utilize the Data to track, extract, compile, synthesize, aggregate, and analyze such Data, including, but not limited to, the creation of anonymous and promotional tracking data ("Tracking Data"). We reserve the right to use, reproduce, distribute and display Tracking Data, in our sole discretion.

Non-Confidentiality and Security

You understand that information that You submit to us, including, Your Content, is submitted precisely for the purpose of public disclosure in a variety of media and channels, and therefore such information is not subject to any confidentiality obligation. Certain other limited information, as described in the Privacy Policy may be private and AddThis will use reasonable efforts to maintain the security and integrity of

such information You provide to us. However, You acknowledge and agree that AddThis cannot fully eliminate security risks and cannot guarantee that unauthorized access to Your information will never occur.

Trademarks

ADDTHIS, ADD THIS and other AddThis graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of AddThis in the U.S. and/or other countries. AddThis's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of AddThis.

Disclaimers of Warranty

THE SITE, SERVICES, AND ADDTHIS PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADDTHIS, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND SYSTEM INTEGRATION. ADDTHIS, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, OR TIMELINESS OF THE SITE, ADDTHIS PLATFORM, OR SERVICES, OR THAT PROBLEMS WITH THE FOREGOING WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS.

Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND ADDTHIS PLATFORM, AND TO PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. IN NO EVENT WILL ADDTHIS, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, NOR LOST PROFITS, ARISING IN CONNECTION WITH THE SITE, SERVICES OR THESE TERMS, INCLUDING, FOR EXAMPLE, DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITIES, OR BUSINESS INTERRUPTIONS, OR RESULTING FROM THE USE OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SERVICE, SITE, OR THE CONTENT. ADDTHIS, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.

THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ADDTHIS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS IS TO DISCONTINUE USING THE SITE AND SERVICES. IN THE EVENT THAT A COURT DETERMINES THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, THE AGGREGATE LIABILITY OF ADDTHIS TO YOU FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ALL AMOUNTS PAID BY YOU UNDER THESE TERMS WITHIN THE LAST TWELVE (12) MONTHS, AND (B) ONE HUNDRED DOLLARS (U.S. \$100.00).

Indemnification

You agree to defend, indemnify and hold harmless AddThis, its parent corporation, affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Site, Services, or AddThis Platform; (ii) Your violation of any term of these Terms; (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) the distribution of Your Content; or (v) any claim that Your Content or Data caused damage to a third party. This defense and indemnification obligation will survive these Terms and Your use of the AddThis Platform and/or AddThis Tools.

Intellectual Property Issues

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site, Services, AddThis Platform and AddThis Tools, including applicable copyrights, trademarks and other proprietary rights. We are not granting any license to You under any of those intellectual property rights by virtue of these Terms. You further acknowledge and agree that AddThis retains ownership and control over the "look and feel" and substance of the AddThis Tools. We reserve all rights that are not expressly granted to You in these Terms.

As between You and us, You retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Your Content, Data and Tracking Data. You grant us a non-exclusive, royalty-free, fully paid, worldwide license, under any and all of Your intellectual property rights related to Your Content and Data, to the extent necessary for us to provide and promote the Services, including, but not limited to the display, promotion and distribution of Your Content. Further, You grant us a non-exclusive, royalty-free, fully-paid, worldwide, irrevocable license to use, reproduce, adapt, modify, publish, translate, create derivative works from, communicate to the public and display the Tracking Data.

General Terms

You and we are independent contracts, and nothing in these Terms creates a partnership, employment relationship or agency. There are no third-party beneficiaries of these Terms. You may not assign these Terms, in whole or in part, to any third party without our prior, written consent, and any attempt by You to do so will be invalid. Should any part of these Terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. Our rights under these Terms will survive any termination of these Terms. You agree that: (i) the Site, Services and AddThis Platform shall be deemed solely based in Virginia; and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Virginia. These Terms will be governed by the laws of the Commonwealth of Virginia. You agree that the state and federal courts located within the Commonwealth of Virginia will have exclusive jurisdiction over any dispute between You and us. However, You agree

that we may seek equitable relief in any jurisdiction when appropriate. YOU AND ADDTHIS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, SERVICES OR ADDTHIS PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. These Terms constitute the entire and only agreement between You and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter of these Terms.

Last Updated: November 2008